IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

J.K., a minor by and through R.K., et al., on behalf of themselves and all others similarly situated, Plaintiffs, vs. CATHERINE R. EDEN, in her official capacity as Director of Arizona Department of Health Services; LESLIE SCHWALBE, in her official capacity as Deputy Director, Division of Behavioral Health Services; PHYLLIS BIEDESS, in her official capacity as Director of Arizona Health Care Cost Containment System, Defendants.	No. CIV 91-261 TUC JMR SETTLEMENT AGREEMENT (CLASS ACTION) (Assigned to the Hon. John M. Roll)

INTRODUCTION

The Plaintiffs and Defendants, CATHERINE R. EDEN, in her official capacity as Director of Arizona Department of Health Services ("ADHS"), LESLIE SCHWALBE, in her official capacity as Deputy Director, Division of Behavioral Health Services ("DBHS") and PHYLLIS BIEDESS, in her official capacity as Director of Arizona Health Care Cost Containment System ("AHCCCS") intend this Settlement Agreement to be legally binding and enforceable by this Court. The parties understand and agree that until such time as this action is dismissed pursuant to paragraph 81, the Court's jurisdiction will continue for the purpose of enforcing, should it become necessary, the obligations of the parties under this Settlement Agreement.

I. RECITALS

1. The parties intend, through this Settlement Agreement, to substantially improve the system for delivery of behavioral health services to the eligible children of this state in accordance with (a) the requirements of the EPSDT Program of Title XIX of the Social Security Act, (b) the Arizona Vision as set forth in Section IV, and (c) the Principles set forth in Section V below. The improvements contemplated by this Settlement Agreement emphasize partnering with families and children, interagency collaboration, and individualized services aimed at achieving meaningful outcomes for families and children. Implementation of this Settlement Agreement will require initiatives to improve front-line practice, enhance the capacity of private agencies to deliver needed services, promote collaboration among public agencies, and develop a quality management and improvement system focused on sound practice.

2. The parties believe that resolving this matter through negotiation rather than adversarial litigation is in the best interests of the Plaintiff class. Their agreement to settle the case, subject to the approval of the Court in accordance with Rule 23 of the Federal Rules of Civil Procedure, is the outcome of negotiations and bargaining, and is not an admission of liability by the Defendants. Each party has made concessions the party believed was unnecessary in light of prevailing law and the facts of this case. Likewise, each party has been able to obtain favorable outcomes that might have been beyond the reach of that party if the case had been decided by the Court instead of resolved through negotiations.

3. As and when needed, Defendants will enter into additional agreements and/or understandings with the Arizona Department of Economic Security, the Arizona Department of Juvenile Corrections, the Arizona Department of Education, and the Administrative Office of the Courts, together or singly, to effect the improvements contemplated by this Settlement Agreement. These agencies are not parties to this lawsuit, and not subject to the control of the Defendants. However, Defendants will make a good faith effort to engage other state agencies in supporting the improvements of the behavioral health system envisioned in this Settlement Agreement.

4. This Settlement Agreement is made and entered into in consideration of the mutual promises herein contained by the parties. It shall only become effective and binding upon the parties at such time as, after a fairness hearing, it is approved by the Court pursuant to Rule 23(e), Federal Rules of Civil Procedure.

II. DEFINITIONS

The following definitions apply to this Settlement Agreement.

5. "Behavioral health services" means Title XIX children's behavioral health services.

6. The "behavioral health system" is the system supervised and administered by Defendants for delivering Title XIX behavioral health services to class members.

7. "Class members" are all persons, under the age of twenty-one, who are eligible for Title XIX behavioral health services in the State of Arizona and have been identified as needing behavioral health services.

8. "Defendants" means the named Defendants and their successors and assigns.

9. "HCFA" means the Health Care Financing Administration in the United States Department of Health and Human Services.

10. "Parent" means the child's natural or adoptive parent, the child's guardian, or a person acting as a parent. Persons "acting as a parent" refer to the actual care givers of a child, such as a grandmother or aunt with whom the child lives. It does not include the staff of public agencies, private providers, or foster parents.

11. RBHAs" means Arizona's Regional Behavioral Health Authorities, and the successors and assigns of these Authorities.

12. "Title XIX" means Title XIX of the Social Security Act, 42 U.S.C. §1396 *et. seq.*

13. "Specialty Providers" means specially qualified masters level behavioral health professionals who are a) certified by the Arizona Board of Behavioral Health Examiners as a Certified Independent Social Worker (CISW), Certified Professional Counselor (CPC), or Certified Marriage and Family Therapist (CMFT); and b) credentialed by the RBHA or its designee as having two years training or experience in a specialty area treating children with certain behavioral health needs or problems; and c) contracted with the RBHA or its designee and registered with AHCCCS.

III. DEFENDANTS' OBLIGATIONS

14. Defendants agree to foster the development of a Title XIX behavioral health system that delivers services according to the Principles set forth in Section V below (hereinafter "the Principles").

15. Defendants will move as quickly as is practicable to develop a Title XIX behavioral health system that delivers services according to the Principles. Once developed, Defendants will maintain the system in accordance with the Principles for the term of this Agreement.

16. As quickly as practicable, Defendants will conform all contracts, decisions, practice guidelines and policies related to the delivery of Title XIX behavioral health services to be consistent with and designed to achieve the Principles for class members.

17. The Defendants will take the following specific actions: (a) develop and implement a statewide training program, as described in paragraphs 32-39 below; (b) add respite to the list of covered services, as described in paragraph 40 below; (c) devise and implement a means of allowing RBHAs to contract with certified Masters level behavioral health professionals, as described in paragraph 41 below; (d) expand Title XIX services, as described in paragraphs 42-45 below; (e) designate $600,000 for use as flex funds, as described in paragraph 46 and 47 below; (f) develop practice guidelines for the monitoring of medications as described in paragraph 48 below; (g) initiate a 300 Kids

Project, as described in paragraphs 49-51 below; (h) develop annual action plans, as described in paragraphs 53-54 below; (i) change their quality management and improvement system, as described in paragraph 55 below; and (j) involve Plaintiffs' counsel and other stakeholders, as described in paragraphs 73 and 74 below.

IV. THE ARIZONA VISION

18. In collaboration with the child and family and others, Arizona will provide accessible behavioral health services designed to aid children to achieve success in school, live with their families, avoid delinquency, and become stable and productive adults. Services will be tailored to the child and family and provided in the most appropriate setting, in a timely fashion, and in accordance with best practices, while respecting the child's and family's cultural heritage.

V. THE PRINCIPLES

19. The Principles for delivery of Title XIX behavioral health services, which are the foundation of this Settlement Agreement, are the following:

20. *Collaboration with the child and family*: Respect for and active collaboration with the child and parents is the cornerstone to achieving positive behavioral health outcomes. Parents and children are treated as partners in the assessment process, and the planning, delivery, and evaluation of behavioral health services, and their preferences are taken seriously.

21. *Functional outcomes:* Behavioral health services are designed and implemented to aid children to achieve success in school, live with their families, avoid delinquency, and become stable and productive adults. Implementation of the behavioral health services plan stabilizes the child's condition and minimizes safety risks.

22. *Collaboration with others*: When children have multi-agency, multi-system involvement, a joint assessment is developed and a jointly established behavioral health services plan is collaboratively implemented. Client-centered teams plan and deliver services. Each child's team includes the child and parents and any foster parents, any individual important in the child's life who is invited to participate by the child or parents**.** The team also includes all other persons needed to develop an effective plan, including, as appropriate, the child's teacher, the child's Child Protective Service and/or Division of Developmental Disabilities case worker, and the child's probation officer. The team (a) develops a common assessment of the child's and family's strengths and needs, (b) develops an individualized service plan, (c) monitors implementation of the plan and (d) makes adjustments in the plan if it is not succeeding.

23. *Accessible services*: Children have access to a comprehensive array of behavioral health services, sufficient to ensure that they receive the treatment they need. Case management is provided as needed. Behavioral health service plans identify transportation the parents and child need to access behavioral health services, and how transportation assistance will be provided. Behavioral health services are adapted or created when they are needed but not available.

24. *Best practices*: Behavioral health services are provided by competent individuals who are adequately trained and supervised. Behavioral health services are delivered in accordance with guidelines adopted by ADHS that incorporate evidence-based "best practice." Behavioral health service plans identify and appropriately address behavioral symptoms that are reactions to death of a family member, abuse or neglect, learning disorders, and other similar traumatic or frightening circumstances, substance abuse problems, the specialized behavioral health needs of children who are developmentally disabled, maladaptive sexual behavior, including abusive conduct and risky behavior, and the need for stability and the need to promote permanency in class members' lives, especially class members in foster care. Behavioral health services are continuously evaluated and modified if ineffective in achieving desired outcomes.

25. *Most appropriate setting*: Children are provided behavioral health services in their home and community to the extent possible. Behavioral health services are provided in the most integrated setting appropriate to the child's needs. When provided in a residential setting, the setting is the most integrated and most home-like setting that is appropriate to the child's needs.

26. *Timeliness:* Children identified as needing behavioral health services are assessed and served promptly.

27. *Services tailored to the child and family:* The unique strengths and needs of children and their families dictate the type, mix, and intensity of behavioral health services provided. Parents and children are encouraged and assisted to articulate their own strengths and needs, the goals they are seeking, and what services they think are required to meet these goals.

28. *Stability*: Behavioral health service plans strive to minimize multiple placements. Service plans identify whether a class member is at risk of experiencing a placement disruption and, if so, identify the steps to be taken to minimize or eliminate the risk. Behavioral health service plans anticipate crises that might develop and include specific strategies and services that will be employed if a crisis develops. In responding to crises, the behavioral health system

uses all appropriate behavioral health services to help the child remain at home, minimize placement disruptions, and avoid the inappropriate use of the police and the criminal justice system. Behavioral health service plans anticipate and appropriately plan for transitions in children's lives, including transitions to new schools and new placements, and transitions to adult services.

29. *Respect for the child and family's unique cultural heritage:* Behavioral health services are provided in a manner that respects the cultural tradition and heritage of the child and family. Services are provided in Spanish to children and parents whose primary language is Spanish.

30. *Independence:* Behavioral health services include support and training for parents in meeting their child's behavioral health needs, and support and training for children in self-management. Behavioral health service plans identify parents' and children's need for training and support to participate as partners in the assessment process, and in the planning, delivery, and evaluation of services, and provide that such training and support, including transportation assistance, advance discussions, and help with understanding written materials, will be made available.

31. *Connection to natural supports:* The behavioral health system identifies and appropriately utilizes natural supports available from the child and parents' own network of associates, including friends and neighbors, and from community organizations, including service and religious organizations.

VI. SPECIFIC STEPS

A. Training Program

32. Defendants shall develop and implement a statewide training program focusing on collaboration, assessment, service planning and implementation, and on maximizing the use of monies for Title XIX services in the context of managed care.

33. Defendants shall identify persons to be trained and a training schedule. Initial priority shall be given to the training of people designated to "train the trainers" and to agencies and personnel involved in planning or delivery of behavioral health services for the 300 Kids Project and other multi-agency children.

34. ADHS/DBHS will designate up to $2 million to be allocated over a three-year period as necessary to design and implement the statewide training program.

35. The training program will be designed to provide front-line staff and supervisors sufficient knowledge and skills to enable them to plan and provide services consistent with the Principles.

36. The training program will have an on-the-job "hands-on" component for front-line staff and supervisors, in addition to a classroom component. In the on-the-job component, trainers will coach and mentor front-line staff and supervisors in effective techniques and approaches.

37. Defendants will develop and implement a pilot training program for the 300 Kids Project. Using lessons learned from the pilot program and other information, Defendants will develop and implement a comprehensive training plan.

38. The comprehensive training plan will include the following:

A. Learning opportunities that teach, at a minimum:

1. A family-centered and strengths-based approach;

2. Comprehensive, unified assessment that involves the family;

3. Single, unified service planning and implementation including the involvement of parents as partners;

4. Facilitation of child-centered team meetings including team-building and involvement of parents as partners;

5. How to access and use wraparound supports.

B. Tools to evaluate the ongoing effectiveness of the training program and enhance areas demonstrating need for improvement.

C. A methodology for measuring core competencies for front-line staff.

39. The behavioral health system will have qualified trainers in sufficient numbers to train front-line staff and supervisors.

B. <u>Respite Care</u>

40. Within 30 days of the entry of this Settlement Agreement, AHCCCS shall add respite care to its list of covered services for Title XIX behavioral health services for children.

C. Specialty Providers

41. To help increase the supply of specialty providers (including providers who treat sexual victims, sexual offenders, and individuals with developmental disabilities), Defendants will devise and implement, within 120 days of the entry of the Settlement Agreement, a means of allowing RBHAs to contract with certain certified Masters level behavioral health professionals (who meet the specific privileging requirements established by ADHS/DBHS) to provide behavioral health services and independently invoice for services rendered within the scope of their practice. The certified Masters level behavioral health professionals permitted to contract and bill independently pursuant to the provisions of this paragraph are Certified Independent Social Workers, Certified Professional Counselors and Certified Marriage and Family Therapists.

D. Expansion of Title XIX Services

42. Defendants have retained an expert consultant to advise them as to additional services that may be covered by Title XIX funds. The expert shall provide Defendants an assessment of whether including additional services in the state's Title XIX plan would aid the behavioral health system to provide services according to the Principles for class members.

43. By August 1, 2001, Defendants will evaluate whether providing coverage under the state's Title XIX plan for any of the additional services identified by the consultant would aid the behavioral health system to provide services according to the Principles for class members.

44. If Defendants determine that covering additional services is required to operate the behavioral health system in accordance with the Principles:

A. Defendants will add the services to the state's Title XIX plan, if prior approval by HCFA is not required, and

B. If HCFA approval is required, Defendants will expeditiously seek such approval from HCFA and, as soon as permitted by HCFA, add the services to the state's Title XIX plan.

C. If increased state matching funding is necessary in order to add an additional Title XIX service to the state plan, the Defendants will seek the necessary funding.

45. Defendants will evaluate on an ongoing basis whether additional services should be added to the state's Title XIX plan and take the steps outlined in paragraph 44 to add those services to the plan.

E. Flex Funds

46. Within 30 days of entry of this Settlement Agreement, ADHS shall specifically designate $600,000 for use as flex funds. This $600,000 may be spent over a period of years, and shall be used only for class members being served in the 300 Kids Project or similar projects.

47. Flex funds will be used to provide needed services and supports to class members and their families that are not reimbursable under Title XIX. Services and supports financed by flex funds will be provided in accordance with the child's individualized service plan.

F. Medication Practices

48. Defendants will develop practice guidelines for monitoring and addressing the effects of medication. These maybe incorporated into practice guidelines addressing other matters.

G. 300 Kids Project

49. Defendant ADHS/DBHS shall initiate a 300 Kids Project. The project will have two sites one of which will be in Maricopa County and will serve approximately 200 multi-agency children. These sites will engage intensively in system improvement activity.

50. The sites will serve two purposes. First, Defendants may use the sites to test strategies for providing behavioral health services according to the Principles. Second, the sites will serve as the first phase of a statewide effort to deliver services according to the Principles.

51. In each site, ADHS/DBHS will (a) provide sufficient training and mentoring to enable front-line staff and supervisors to deliver services consistent with the Principles, (b) establish a mechanism for identifying and addressing administrative and system barriers, (c) establish a mechanism to identify and flexibly address any service gaps in the continuum of care for participating children, (d) make flex dollars (referenced in paragraphs 46-47 of this Agreement) and wraparound services available for participating children, (e) ensure that the individuals who provide behavioral health services have enough time for training, case planning and collaborative team involvement to allow for provision of services consistent with the Principles, and (f) provide enough flexibility and authority to the behavioral health

representatives on each client centered team to allow them to secure necessary Title XIX behavioral health home and community based services for the child and family.

H. Substance Abuse Services

52. Using information gained from the 300 Kids Project, the Training Program, and the Quality Management and Improvement System, Defendants will develop a plan for the expansion of substance abuse treatment services as part of its first Annual Action Plan.

VII. ACTION PLAN

53. By November 1 each year, the Defendants will provide the Plaintiffs an Annual Action Plan that will describe the major strategies and activities that Defendants will employ over the coming year to meet their obligations under this agreement.

54. The plan will, at a minimum, (a) describe Defendants' progress during the previous fiscal year and (b) describe strategies and activities relating to each of Defendants' obligations as set forth in Section III of this Agreement.

VIII. QUALITY MANAGEMENT AND IMPROVEMENT SYSTEM

55. Defendants shall change their quality management and improvement system so that it measures whether services to class members are consistent with and designed to achieve the Principles. The measurement process will include as an integral component, an in depth case review of a sample of individual children's cases that includes interviews of relevant individuals in the child's life. In changing their quality management and improvement system, Defendants will use lessons from the training program (see Section VI.A. above) and the 300 Kids Project (see Section VI.G. above). If Defendants choose to retain one or more consultants to help them design the measurement process, Defendants shall first notify Plaintiffs' counsel of the identity of the proposed consultant(s) and shall give serious consideration to Plaintiffs' counsel's input, if any, regarding the competency and qualifications of the proposed consultant(s).

IX. DISPUTES CONCERNING IMPLEMENTATION

56. Any claim, dispute or other matter in controversy ("dispute") arising out of or related to the Agreement, or the breach, implementation or performance thereof, shall be settled or otherwise resolved according to the procedures set forth in Section IX exclusively.

57. The parties' participation in the dispute resolution process, including collaborative negotiations and mediation, is mandatory. Neither party may petition the Court to resolve a dispute without first engaging in the dispute resolution process in a good faith attempt to resolve the matter without judicial involvement. However, any party may seek preliminary relief from the Court, if in that party's judgment, such action is necessary to avoid irreparable harm during the pendency of the dispute resolution process.

58. The dispute resolution process consists of a sequential process beginning with collaborative negotiation, then mediation and, finally, if necessary, judicial involvement. With the exception set forth in paragraph 57 above, each stage is a mandatory prerequisite to the next stage.

A. Stage One - Collaborative Negotiation

59. Any party may initiate the dispute resolution process by submitting to all other parties a written statement of the issue in dispute. The parties shall initially attempt to resolve the dispute through collaborative negotiation.

B. Stage Two - Mediation

60. If, within 30 days of the written submission, or such other time frame upon which the parties mutually agree, the parties are unable to resolve the dispute, any party may initiate mediation to help resolve the dispute by filing a written request with all other parties.

61. If any party requests a mediator be retained, a mediator shall be retained. The parties will negotiate and attempt to agree on the mediator to be retained. If no agreement is reached within 30 days, a mediator will be selected by the Court after soliciting recommendations from the parties. The mediator will not have the power to bind the parties to a particular substantive resolution of their dispute.

62. The Defendants shall pay the reasonable fees and expenses of the mediator. Before the mediation begins, the mediator will submit an estimated budget of costs and expenses to assist Defendants in fiscal planning.

63. After a mediator is retained, any party may ask the mediator to hire an independent expert to help resolve the dispute, including by studying the matter under dispute and making a report to the mediator and the parties. The mediator shall make a determination whether retention of an independent expert is appropriate to assist the mediator in resolving the dispute.

64. The parties shall submit names of the proposed independent experts to the mediator. If the parties are unable to agree upon a mutually acceptable independent expert, the mediator shall appoint one.

65. The parties shall provide the independent expert with access to needed information.

66. The mediator will propose a budget for the independent expert after consultation with the expert and the parties. The budget may include funds for the independent expert to hire individuals to assist the independent expert. Defendants shall approve or reject the budget. If the Defendants reject the proposed budget, Plaintiffs may present the issue to the Court, and the Court will establish the budget for the independent expert.

67. The mediator shall set a schedule for the mediation giving due regard to the schedules and obligations of the parties and to the urgency, importance and complexity of the issue. Mediation is a time-limited process. The more complex or critical the issue, the longer the mediation may take. Mediation shall not be utilized as an ongoing system oversight or monitoring process.

C. Stage Three - Judicial process

68. If mediation does not result in a resolution of the dispute, any party may file an appropriate motion with the Court.

69. The Court will hear argument and, as appropriate, receive evidence. Judicial proceedings shall be de novo on the law and the facts, unless the parties mutually agree otherwise. Statements made by any party during the course of mediation shall not be admissible in judicial proceedings.

70. The Court will resolve the matter in a manner consistent with the purposes and goals of the Settlement Agreement.

X. WHEN NONCOMPLIANCE IS EXCUSED

71. The Court will not hold Defendants in contempt or sanction Defendants for noncompliance to the extent such noncompliance is the result of Defendants' being frustrated, delayed, or impeded by persons or governmental entities beyond the control and authority of Defendants. Plaintiffs will not seek contempt or other sanctions for noncompliance to the extent such noncompliance is the result of Defendants being frustrated, delayed, or impeded by persons or governmental entities beyond the control and authority of Defendants.

72. The common law doctrines of impossibility of performance and/or impracticability of performance may be raised as a defense in any action or proceeding to enforce compliance with the terms of this Settlement Agreement. If any of the provisions of this Settlement Agreement are held impossible and/or impracticable to perform, the remaining provisions of this Settlement Agreement shall remain binding and in full force and effect.

XI. STAKEHOLDER PARTICIPATION

A. Plaintiffs' Counsel

73. Throughout the pendency of this Settlement Agreement, Defendants will do the following:

A. encourage the active involvement of Plaintiffs' counsel in multi-agency committees and work groups concerned with strategies and activities designed to implement the terms of this Agreement;

B. seriously consider input from Plaintiffs' counsel, but need not obtain Plaintiffs' counsel's concurrence before acting;

C. forward significant plans and policies developed to implement this Settlement Agreement prior to their final adoption, and allow the Plaintiffs' counsel a reasonable opportunity to provide input;

D. allow Plaintiffs' counsel reasonable access to information and documents related to Title XIX children's behavioral health services that is obtained, compiled, or generated by the quality management and improvement system operated by the Defendants; and

E. allow Plaintiffs' counsel reasonable access to behavioral health case records of class members that are maintained by AHCCCS, ADHS/DBHS, the RBHAs or agents or contractors of AHCCCS or ADHS/DBHS or the RBHAs.

B. Other Stakeholders

74. Defendants will encourage active involvement of class members and their families, community stakeholders, RBHAs, DES and the Administrative Office of the Courts and private providers in planning and evaluation activities related to implementation of this Settlement Agreement.

XII. INDIVIDUAL CLAIMS

75. Nothing in this Agreement in any way limits or impairs an individual class member's entitlement to Title XIX behavioral health services.

76. Nothing in this Agreement in any way limits or impairs the right of class members, or parents acting on a class member's behalf, to pursue an individual action – administrative or judicial -- to secure Title XIX behavioral health services to which the class member is entitled under Title XIX.

77. When a class member, or the class member's parents, file an individual action to secure services under Title XIX, the class member's entitlement to services will be governed by applicable federal and state statutes, regulations, and policies regarding the Title XIX program.

XIII. ATTORNEYS' FEES

78. Plaintiffs may file an application with the Court for an award of costs and attorneys' fees within 150 days after approval by the Court of this Settlement Agreement.

XIV. TERMINATION OF AGREEMENT

79. This Settlement Agreement and Defendants' obligations thereunder will terminate on July 1, 2007, except that the parties will continue, through February 1, 2008, to resolve any pending disputes that were initiated before February 1, 2007. The parties will resolve such disputes according to the procedures in Section IX.

80. From July 1, 2007, to February 1, 2008, the Court's jurisdiction will be limited to resolving any pending disputes. Through February 1, 2008, the Court may enter appropriate relief if the parties are unable to resolve a dispute by agreement. On February 1, 2008, the Court's jurisdiction in this case will end.

81. Upon termination of Defendants' obligations under this Settlement Agreement, the Court shall dismiss the instant action without prejudice. On May 1, 2007, Plaintiffs will file a motion asking to the Court (a) to dismiss this action without prejudice on July 1, 2007 or (b) if any disputes have been pending since February 1, 2007, to dismiss the action without prejudice on February 1, 2008 or such earlier date as the disputes are finally resolved.

82. None of the parties may engage in activities which delay, prolong or frustrate performance of the obligations of this Agreement with the aim of taking advantage of the time-limited nature of this Settlement Agreement. The Court may, after application and a hearing, impose severe sanctions for such conduct.

83. None of the foregoing provisions limit, in any way, the Court's authority, power, or jurisdiction to enforce this Settlement Agreement during its pendency.

XV. ADDITIONAL PROVISIONS

84. This Agreement may be amended, modified or supplemented only by a duly executed writing which has been presented to and approved by this Court.

85. This Settlement Agreement, once approved by the Court, shall be effective as to and binding upon the parties and their successors and assigns.

86. The foregoing [1-85] paragraphs represent the entire integrated agreement of the parties.

EXECUTED this _____ day of March, 2001, by:

_____
CATHERINE R. EDEN, in her official capacity as Director of Arizona Department of Health Services

_____
LESLIE SCHWALBE, in her official capacity as Deputy Director, Division of Behavioral Health Services

_____
PHYLLIS BIEDESS, in her official capacity as Director of Arizona Health Care Cost Containment System

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